



Yakima County

Request for Proposal No. C11404-P

for

**FTR Products and Services for Yakima County
Technology Services**

February 21, 2014

BOARD OF YAKIMA COUNTY COMMISSIONERS

NOTICE TO PROPOSERS

Notice is hereby given by the undersigned that sealed proposals will be accepted at the Yakima County Courthouse, Board of County Commissioners Office, 128 North Second Street, Yakima, Washington, 98901 until 11:00 am on Thursday, March 13, 2014 and Proposer names will be publicly read for:

FTR Products and Services for Yakima County Technology Services

Yakima County is seeking proposals for a FTR Gold Upgrade System, which is further defined within the specific functional details section of the RFP. The intention of the RFP is to select a Vendor to provide all labor, equipment, materials and supervision to install, program, calibrate, adjust, document and test the total system.

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFP C11404-P FTR Products and Services
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00 a.m. on Thursday, March 13, 2014 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County purchasing functions are now merged.

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA.

This advertisement does not constitute any offer on the part of any Yakima County government entity; rather it is placed only in order to solicit proposals. Minority Vendors are encouraged to submit a proposal. Yakima County reserves the right to reject any and all proposals.

Specifications may be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

<i>The Board reserves the right to reject any and all bids, or parts thereof.</i>

DONE this 21st day of February, 2014.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: February 21, 2014

C11404P FTR Products and Services for Yakima County Technology Services

Table of Contents

Section	Page
I. General Specifications	5
Scope of Work	5
Term	5
RFP Coordinator	7
II. Special Instructions	7
Proposal Mailing Instructions & Opening	7
Rejection of Proposals	8
Future Purchases	8
Payment	9
Delivery	9
Public Disclosure	10
III. Evaluation of Proposals and Award	12
Required Contract Clauses	12
Award of Contract	13
IV. Technical Specifications	13
Implementation Plan	15
Licenses	15
Operating Environment Designation	15
Support and Maintenance	15
Guarantee/Warranty	17
Professional Liability Insurance	19
Attachment A – Proposal Acknowledgement	20
Attachment B – Proposer Questionnaire	21
Attachment C – Reference Worksheet	22
Attachment D – Pricing Form	23
Attachment E – Non-Collusion Affidavit	26
Attachment F – General Provisions	27
Attachment G - Certificate of Insurance	31
Attachment H – Proposer Checklist	32
Attachment I – Sample Agreement	33

I. GENERAL SPECIFICATIONS

A. SCOPE OF WORK

Yakima County is seeking proposals on “For the Record Products and Services” (FTR). This system is defined as:

A solution to capture and manage courtroom proceedings including digital audio and video recording, remote monitoring and playback, annotation, search, navigation, archival, content management and transcript order and fulfillment.

The purpose of this Request for Proposal (RFP) is to select a Proposer to provide all equipment, materials, training and supervision to analyze, scope, design, install, program, calibrate, adjust, document, and test the total system.

This subsection contains, in general terms, the overall objectives of Yakima County and is issued with the intent of obtaining the services and products of an end-to-end solution for capture and management of courtroom proceedings.

The Contractor, with its own forces, or through County approved joint ventures, shall perform all of the work described in the Technical Specifications, enabling the County to achieve the objectives described in this document. The Proposer shall acknowledge that a strict compliance schedule exists and that time is of the essence for this project.

Each proposer providing a proposal for consideration by Yakima County is responsible for obtaining information on the conditions and restrictions involved with meeting the obligations and providing the services as set forth in this RFP. The failure or omission of a proposer to obtain adequate information will in no way relieve the proposer of any obligation with respect to this RFP or to an associated contract.

Proposer shall include all hardware required for audio capture in the courtrooms. Proposer must include minimum hardware specifications for storage and management of data. Storage and management hardware selection will be at the discretion of Yakima County Technology Services.

B. TERM

The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew.

Prices shall remain firm, as proposed, for the first year of the contract unless an exception is stated in the proposal. The County may, at its option, extend the contract on an annual basis, subject to a successful price agreement, if it is in the best interest of the County.

C. TERMINATION – CONVENIENCE

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract. Additionally, Yakima County may also terminate this agreement in whole or in part if the Yakima County's Board of Commissioners determines that termination is in the best interests of the County.

D. TERMINATION – CAUSE

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

Yakima County may terminate this agreement, including all related agreements (e.g. maintenance agreements, etc.) in whole, or from time to time in part, whenever the Contractor is prevented from proceeding with the project work by reason of a preliminary, special, or permanent restraining order from a court of competent jurisdiction where the issuance of such restraining order is primarily caused by either acts or omissions of the Contractor or by acts or omissions of persons or Agencies other than the Contractor.

This agreement and the license granted hereunder may be terminated by Yakima County if the Contractor is in default of any provisions of this agreement, so long as the default is not corrected within thirty (30) calendar days of the receipt of written notice of the default from Yakima County. For the purposes of this Section 15.1, "default" shall include, but not limited to, any failure to abide by the terms or conditions of this agreement including the Yakima County's RFP and Proposer's response to RFP, together with any of the instances of the following:

- Contractor defaults on any of the terms of its contract with the Yakima County;
- Contractor ceases its ongoing business operations;
- Contractor stops maintenance support ;
- Contractor fails to perform the contract in a timely fashion;
- Contractor suffers any act of insolvency; or
- Contractor fails to maintain qualified technical staff capable of supporting or modifying the system.

E. NEW AND UNUSED

All equipment, parts and material shall be new, unused, manufacturer's latest model and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.

F. BEST MODERN PRACTICES

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

G. RFP COORDINATOR

All clarifications or questions regarding the specifications outlined in this RFP package must be made in writing to the RFP Coordinator, Colleen Bailey, City of Yakima Purchasing at colleen.bailey@yakimawa.gov. All questions should be received by March, 7th, 2014 COB.

The RFP Coordinator is:
Colleen Bailey, CPPB
Purchasing Buyer II
City of Yakima/Yakima County
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-576-6787

II. SPECIAL INSTRUCTIONS

A. SUBMITTALS

Deadline for Delivery of Proposals

One original proposal, with four (4) complete copies, and one (1) CD, shall be sealed and must be delivered no later than 11:00 A.M. PST, March 13, 2014 to:

All proposals shall be submitted in a sealed envelope, and shall contain the full name of the person, agency or company submitting the proposal, and shall be signed by an official authorized to execute a contract. Proposal envelopes shall be clearly marked as follows:

RFP No. C11404-P FTR Products and Services for Yakima County

**Yakima County
Board of County Commissioners
128 No. 2nd St.
Yakima, WA 98901**

Proposals received after the above deadline will not be eligible for consideration. The deadline will be strictly adhered to. Late proposals will not be considered. Proposals, which do not include all requested information and required documentation, may be considered non-responsive.

FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.

All proposals must be concise and to the point and all extraneous material must be excluded.

Yakima County will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

B. REJECTION OF PROPOSALS

Yakima County reserves the right to reject any or all proposals, to waive any informality in proposal and to accept the proposal that, in the opinion of Yakima County is in the best interests of Yakima County.

C. NOTIFICATION TO UNSUCCESSFUL PROPOSERS

Proposers, whose proposals have not been selected, will be so notified by mail, fax or electronic mail.

D. MORE OR LESS

Quantities are estimated only and shall be priced on a MORE OR LESS basis. For the purpose of comparison, prices shall be made on the various components in the quantities listed in the proposal. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed.

E. FUTURE PURCHASES

Each proposer shall provide a percentage discount off the manufacturer's list price for future purchases of similar software, hardware, peripheral equipment, accessories, and services. This percentage shall be listed on page 3 of the pricing form in the space provided (attachment D).

F. EXPANSION CLAUSE

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed item.

G. RATES AND PRICES

Rates and Prices: Pricing shall be prepared with the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of proposal or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Rate Increases must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the County. Any invoice that is sent to the County with pricing above that specified by the County in writing within this Contract or specified within an official written change issued by County Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the County would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

1. **Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the County will automatically change in the same percentage as the discount rate to the County.
 - The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Contractor's

documentation. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.

- The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Should not deviate from the original contract pricing scheme/methodology

2. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first year of the contract.

Price requests are at the discretion of the Buyer; and must also be:

- The direct result of increases at the manufacturer's level (or if Vendor is a supplier of a raw material delivered directly to the County such as cement or soil, the increase must be verified at the supplier level).
- Incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with Buyer (ITB Coordinator) a minimum of 30 calendar days before the effective date of proposed increase.
- Be accompanied by detailed documentation acceptable to the Buyer (ITB Coordinator) sufficient to warrant the increase.
- The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
- The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Should not deviate from the original contract pricing scheme/methodology.

H. PAYMENT

Contractor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, proposal number, description of item purchased, unit and total price, discount terms and include the Contractor's name and return remittance address.

Payment for the products and services to be provided under this agreement shall occur upon completion and final acceptance by Yakima County of the product milestones.

All payments shall be made in U.S. Dollars within forty-five (45) days of invoice, so long as the Yakima County has accepted and approved the products and services listed on the invoice.

I. DELIVERY

Each proposer is required to list on the proposal and/or Proposal Price Form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the proposals. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Proposal. Upon delivery, the equipment shall be thoroughly tested in operation by an authorized representative of the County to check on the performance of the equipment and operation of the unit as a whole.

J. PROPRIETARY INFORMATION

Any portion(s) of your proposal that contains proprietary information need to be clearly marked on each page with the notation "Confidential" on the lower right hand corner of the page containing this proprietary information. Cost proposals are not considered proprietary or confidential. The Proposer must be reasonable in designating information as proprietary or confidential. You may not mark the entire proposal as copyrighted, proprietary or confidential. If your proposal is successful and Yakima County received a request to view or copy of your proposal, Yakima County shall respond according to public disclosure procedures described in the RFP.

K. PUBLIC DISCLOSURE

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Proposer, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Proposer is making the claim and the RFP page it is found on must be identified.

RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Proposers, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of:

Proprietary/confidential portion(s) of the successful proposal(s), until the Proposer has an adequate opportunity to seek a court order preventing disclosure.

Yakima County will consider a Proposer's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

L. TAXES & LICENSES

All lump sum prices shall include sales tax in the proposal price unless otherwise noted. The successful Contractor is expected to obtain and pay for all required Federal, State, and local licenses and permits required for purchase and installation.

M. TIMELINE

This section provides information regarding the procurement process for this RFP.

Proposed schedule:

Event	Scheduled Date
Notice to Proposer's Advertised	February 21, 2014
Final questions from Proposers due	March 7 th by 5:00 P.M.

Answers due to Proposers	March 10 th by 5:00 P.M.
Request for Proposals due	March 13, 2014 by 11:00 A.M.
Demonstrations/Proposal Validation	To be scheduled
County Commissioners Agenda	To be scheduled
Contract Negotiations and Detailed Planning	To be scheduled
Contract Signed	To be scheduled
Announce Final Vendor Selection	To be scheduled
Begin Implementation	April 8, 2014

Yakima County reserves the right to modify the schedule as circumstances may warrant.

N. JOB CONDITIONS

Proposer must examine areas and conditions under which equipment is to be installed and must notify County in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to installer.

Yakima County reserves the right, upon the request of a prospective Proposer or upon its own initiative, to issue addenda to the RFP. In any such case, written addenda will be provided to all Proposers. Any such amendments to the RFP will be made via addenda. Yakima County is not bound by any oral interpretations, clarifications, or changes made in the RFP by county employees. The written response will be mailed, faxed or e-mailed to all known prospective Proposers and posted on the Purchasing webpage: <http://www.yakimawa.gov/services/purchasing/bid-results/> .

O. RESPONSIBILITIES

Proposer will provide the software product(s), other products, support provide implementation and other services as required by Yakima County in the final contract. These software products, other products, support and services shall be accompanied by the software documentation and include program specifications that describe the program setup, operation, and maintenance.

III. EVALUATION OF PROPOSALS AND AWARD

A. PROPOSAL EVALUATION

The initial selection of the successful proposer will be based on the content of the Technical Proposals.

All Technical Proposals will be thoroughly evaluated and ranked in order of preference including but not limited to the following:

<i>EVALUATION CRITERIA</i>	<i>POSSIBLE POINTS</i>
Completeness of Proposed Solution	40
Qualifications of Proposer's trainer and quality of training and training materials	20
Proposer's ability to provide on-site training	30
Proposer's ability to negotiate software assurance with FTR	30
Equipment warranty	10
Proposer's ability to service equipment	20
Remote Proposer support	10
Qualifications of Company	10
Past experience of Company with similar work and references	10
Cost	120
<i>TOTAL</i>	<i>300</i>

Interviews may be held to review Technical Proposals and qualifications in person.

All proposals will be ranked according to the overall perceived benefit to Yakima County.

B. REQUIRED CONTRACT CLAUSES

A sample agreement containing required contract clauses is attached (see ATTACHMENT I). Any exceptions to the clauses listed must be stated in the Proposer's submittal on a separate sheet titled "Proposed Changes to the Agreement". The County may accept or reject proposed changes. Any exceptions taken after submittal of a proposal may result in elimination of the Proposer from consideration for contract award.

The County understands there may be a required license agreement for the software portion of this procurement. If a conflict exists, however, between the County's agreement and the license agreement, the County's agreement will supersede the license agreement.

C. AWARD OF CONTRACT

The County reserves the right to negotiate any and all elements of this proposal with the highest scoring Proposer. Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the County and the Proposer and shall not be deemed an opportunity to amend the original proposal. If an agreement cannot be reached, negotiations may begin with the second highest scoring Proposer. The contents of this RFP, revised and/or supplemented, and the successful Proposer's response as accepted by the County will be incorporated into the final agreement.

The Board of County Commissioners will make the final award of contract.

IV. TECHNICAL SPECIFICATIONS

Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid Call and same shall be returned with the Contractor's proposal. Failure to do so will be cause for rejection of said proposal.

Contractor shall check "YES" if they do comply 100% with that particular specification, or "NO" if they do not. If "NO" is checked, Contractor must explain in the "COMMENTS" column on the right how their specification deviates. Checking "NO" on any item will not necessarily disallow Contractors bid. The County shall be the sole judge as to whether an exception is acceptable or not.

Proposers must respond to all objectives with yes or no answer and provide thorough explanations.

Attach a system diagram showing a typical configuration with all components needed to capture and manage digital audio records of courtroom proceedings.

Submit manufacturer's product data, and specifications for each material and equipment, including other data as may be required to show compliance with these specifications.

Submit technical training course information including: trainer qualifications, course outline and a sample of course material.

Submit staff training course information including: trainer qualifications, course outline and a sample of course material.

Technical Specification Analysis

A. The overall objective of this RFP is to result in a contract with a qualified contractor who can adequately provide products and services as described in the specifications of this RFP and best meets, in Yakima County's sole opinion, the following objectives:

	<u>Yes</u>	<u>No</u>		<u>Comments</u>
1			Proposer has experience integrating FTR with industry standard sound systems. If yes, list brands.	
2			Proposer is a certified sales, service and repair center for FTR.	
3			Proposer is a certified sales, service and repair center for recording and/or sound system manufacturers. If yes, list manufacturers.	
4			Proposer has expertise with network connectivity and troubleshooting for FTR file transfers. If yes, list any certifications.	
5			Proposer has expertise with server configuration and troubleshooting for FTR file storage, backup and retrieval. If yes, list any certifications.	
6			Proposer requires certifications for new employee hire or continued employment. If yes, list certifications.	
7			Proposer has a staff training program. If yes, explain.	
8			Proposer has expertise with configuring and troubleshooting FTR capture station to transfer FTR files to file server.	
9			Proposer has expertise with configuration, maintenance and removal of FTR files from FTR capture station.	
10			Proposer is a certified trainer of FTR or other technical products. If yes, list certifications.	
11			Proposer has the ability to provide on-site support. If yes, list response time.	
12			Proposer has the ability to provide third party microphones, amplifiers, mixers, and/or public address systems. If yes, list brands.	

A. INSTALLATION – GENERAL

Contractor will provide technical training on installation, configuration, and integration of all hardware and software. Contractor will deliver purchased software and hardware to Yakima County and provide telephone support for installation, configuration, and integration of hardware and software.

B. LICENSES, ADDITIONAL LICENSES, AND LICENSE FEES

Any software license provided under this agreement shall be guaranteed in perpetuity to Yakima County. If Yakima County increases the number of concurrent users until the expiration of the warranty period, customer will pay additional license fees at the same rate as the initial license fees. Thereafter, any increase in license fees will be limited to five percent (5%) per year.

C. OPERATING ENVIRONMENT DESIGNATION

The license granted to use the software products under this agreement will be fully operational when used on Yakima County's operating environment.

D. CHANGE IN DESIGNATED OPERATING ENVIRONMENT

1. Yakima County

Yakima County may change its designated operating environment at any time without incurring additional license fees, or the Contractor shall specify in their proposal other acceptable operating environment alternatives that would not incur additional fees.

2. Contractor

If the manufacturer discontinues support for Yakima County's operating environment at any time the Contractor shall provide, at no cost to Yakima County, all assistance necessary to move Yakima County to an operating environment, of the County's choice, that is supported by the manufacturer. This assistance shall include, at a minimum, telephone support for installation and configuration of the software in the new operating environment, conversion of data from the unsupported operating environment to the new operating environment, and training necessary to operate and maintain the system in the new environment.

E. SUPPORT AND MAINTENANCE

The Proposer will describe their support organization, problem escalation process, and options for technical problem resolution. Remote support shall also be provided by the Proposer. The Proposer must list in the price proposal whether service costs are a flat-fee or per incident. In addition, a list/description of billable services is required.

Contractor will also enter into a software maintenance services agreement with Yakima County that will enable the software system to perform in accordance with this agreement, Yakima County's RFP, the Contractor's response to RFP, and other identified documentation, including amendments or addenda that may be issued from time to time.

This software maintenance services agreement will go into effect at the conclusion of the

applicable warranty period and shall automatically extend for additional one (1) year period, unless cancelled by Yakima County by written notice no less than thirty (30) days prior to the end of period of coverage. The Contractor shall provide Yakima County no less than twenty-four (24) months prior written notice if the Contractor generally discontinues offering maintenance to customers of the licensed products. The Contractor will not provide such notice during the initial five (5) years following execution of this agreement.

During the term of this maintenance agreement, Contractor will provide, at a minimum, the following services:

1. Provide support and problem escalation process documentation including primary and secondary contacts and telephone numbers and response times for business hours, afterhours and weekends, and holidays.
2. Provide software license keys, software download site access, digital software documentation or download site access, and software on physical media for all software purchased. (FTR Reporter; Log Notes, TheRecord Manager Standard; TheRecord Manager Warehouse, Guardian, Access)
3. Provide free FTR Gold Recorder software on physical media in Windows and MAC versions.
4. Provide 16 FTR-DMX88 mixers and software/firmware.
5. Provide VAR Support that includes 24/7/365 phone support for installation, upgrades, troubleshooting, maintenance and integration consulting. Quote one year of support service based on a five (5) year contract, billable on a yearly basis.
6. Provide FTR Support contact information and FTR support request procedures. Quote FTR Support that includes 24/7/365 phone support for installation, upgrades, troubleshooting, maintenance and integration consulting. Quote one year of support service based on a five (5) year contract, billable on a yearly basis.
7. Provide software assurance for software and firmware that includes software license keys, software download site access, digital software documentation or download site access for all software/firmware upgrades (FTR Reporter; Log Notes, TheRecord Manager Standard; TheRecord Manager Warehouse, Guardian, Access) Quote one year of software assurance based on a five (5) year contract, billable on a yearly basis.
8. Provide one day of on-site technical and power user training.
9. Technical Training: Training and review of FTR Gold software; server, and client configuration; file saving and backup; hardware firmware configuration; troubleshooting; and integration with courtroom sound systems

10. Power User Training: FTR Gold system, client, and file maintenance; file saving naming convention, retrieval, and hierarchy; operation and configuration of Management Modules - Warehouse, Access, Guardian editions; troubleshooting
11. Provide one day of on-site general user training 2 to 3 weeks after technical training.
12. FTR Reporter and Log Notes operation training for in-court clerks, including recording and playback tests.
13. FTR Player operation training for courts support staff.

Response times will vary depending upon the severity of the problem experienced (e.g., problems or bugs that materially affect the functionality of any software product may require immediate onsite response; less critical problems may only require telephone response within a set time period). Contractor's required response times for identified support (i.e., telephone, onsite, or otherwise) will be within fixed periods of time; vague response requirements such as "prompt" or "reasonable" will not be accepted.

F. GUARANTEE/WARRANTY

Bidder shall state terms and conditions of guarantee/warranty in their proposal. Each unit shall carry full factory and/or manufacturer's warranty.

1. All configurations must be covered by a minimum manufacturer's warranty of one (1) year parts and labor. Pricing proposed for maintenance/annual support contracts shall be valid for an additional four (4) years from when the manufacturer's warranty expires.
2. Contractor will provide manufacturer certification that manufacturer will make available original hardware manufacturer replacement parts, or the Yakima County approved equivalent, for a minimum of five (5) years from the date of the purchase made from the contract.

3. Title Warranty

Contractor warrants that it has full title and ownership of the software products and other products. Contractor further warrants that it has the full power and authority to grant the license(s) granted by this agreement to Yakima County and that the license to and the use by Yakima County of the software products and other products in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

4. Merchantability And Fitness Warranty

Contractor represents and warrants that the software product(s), other products and software documentation will be merchantable and will be fit for the particular purposes established in Yakima County's RFP and Contractor's response to Yakima County's RFP.

5. One-Year Express Warranty

Contractor warrants that, for a period of one year from the date Yakima County has

issued its final acceptance of the software product(s), other products and software documentation, the software products(s), other products and software documentation will be free from significant programming errors and from defects in workmanship and materials and shall operate in conformity with the performance capabilities, specifications, functions, and other applicable descriptions and standards, specifically including all specifications established in the user manual and elsewhere by Contractor. During this warranty period, Contractor shall also provide Yakima County the support and maintenance services set forth in the Maintenance Agreement. After expiration of the warranty period, Contractor shall provide support and maintenance services for the Software pursuant to the terms of that Maintenance Agreement. This warranty will not be affected by Yakima County's modification of the software product(s) (including source code), other products or software documentation, so long as the Contractor can discharge any warranty obligations notwithstanding those modifications or so long as the Contractor can discharge any warranty obligations following customer's removal of its modifications.

6. Virus Warranty

Contractor warrants that the software product(s) or other products do not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could in any manner, reveal, damage destroy, or alter any data or other information accessed through or processed by the software product(s) or other products in any manner. Contractor shall immediately advise Yakima County, in writing, upon reasonable suspicion or actual knowledge that the software product(s) or other products may result in the harm described above.

7. Maintenance Warranty

Contractor warrants that it will maintain the software product(s), hardware products, other products and all product documentation, including all updates, so that the software product(s), hardware products, other products and all product documentation will operate in conformity with all improvements, additions, or modifications at County's site or sites for a period of not less than five (5) years from the date of County's final acceptance of all software products, hardware products other products and all product documentation.

G. DEFECTS CORRECTIONS

Throughout implementation and during the terms of all support and maintenance agreements, including all renewal periods, Contractor will correct all defects to the extent those defects originate from the acts or omissions of Contractor's products or personnel.

H. TRAINING

The Contractor must provide one day of on-site technical and power user training and one day of on-site general user training 2 to 3 weeks after technical training is complete.

The contractor must submit with their proposal technical and power user training course information including: trainer qualifications, course outline and a sample of course material.

The contractor must submit with their proposal general user training course information

including: trainer qualifications, course outline and a sample of course material.

In addition contractor must list additional training options, time requirements, and “Best Practices” recommendations in the cost proposal.

I. WORKER’S COMPENSATION COVERAGE

The Contractor will, at all times, comply with all applicable workers’ compensation, occupational disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Yakima County will not be held responsible in any way, for claims filed by the Contractor or their employees for services(s) performed under the terms of this contract awarded from this RFP.

J. PROOF OF PROFESSIONAL LIABILITY INSURANCE

As a condition of contract award the Contractor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The Contractor shall furnish evidence to Yakima County within fourteen (14) business days of receipt of notice of award, in the form of a Certificate of Insurance that insurance will be provided per attached sample (Attachment G).

Professional Liability: The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide the following minimum limits:

\$1,000,000 per Claim

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

The Contractor’s Insurance shall be primary and non contributory to any insurance held by Yakima County, its Elected Officials, employees or agents.

K. DEVIATIONS AND EXCEPTIONS

Deviations and exceptions from these terms, conditions and specifications shall be described fully by all proposers. In the absence of exceptions, the proposer’s proposal shall be accepted as in strict compliance with all terms, conditions and specifications, and the successful proposer shall be held liable for performing all specifications.

L. BUSINESS REFERENCE – ATTACHMENT C

Contractor Must Provide Business References

The Contractor must supply names, addresses and telephone numbers of a minimum of three (3) non-Contractor owned business references for which the Contractor has completed similar work within the last two (2) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to Yakima County’s project. The Contractor must grant permission to Yakima County to independently contact the references at Yakima County convenience. Do not include current Yakima County staff as references. Appendix C provides a worksheet that must be completed for each of the references.

Attachment A – Proposal Acknowledgement

In compliance with the Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items proposed. The Proposer is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% _____

****Receipt is hereby acknowledged of addenda No. (s) _____, _____ & _____.**

Date:

Authorized Signature

Title

Print Name

Company Name

Address

City, State, Zip+4

Phone

Fax

E-Mail

Delivery Days:

Federal ID #

DUN #

UBI #

Attachment B – Proposer Questionnaire

Proposer Profile

Table A1. Proposer Profile Questionnaire

Question	Response
Year founded:	
Headquarters location:	
Local officer(s):	
Total gross revenues:	
Total gross revenues for public sector:	
Average rate of growth in sales over the last three years:	
Number of full-time personnel:	
Total company	
Management	
Support	
Number of full-time personnel dedicated to public sector products:	
Support	
Number of total FTR customers:	
Past year	
Past three years	
Number of new FTR customers:	
Past year	
Past three years	
Number of public sector sales of FTR:	
Past year	
Past three years	
Washington State	

Attachment C – Reference Worksheet

Provide three (3) sets of References

Proposer		
Reference Name		
Contact Person 1		
Contact 1 Phone Fax Numbers		
Contact 1 Email address		
Contact Person 2		
Contact 2 Phone Fax Numbers		
Contact 2 Email Address		
Type of Business		
Original Amount of Contract		
Number of claims and or disputes by either party		
Identify any subcontractors performing 20% or more of contracted work		
<hr/>		
Products/Services Provided	Start Date and Duration	

By signing this form, Proposer acknowledges and gives Yakima County permission to contact the Reference listed above at Yakima County's convenience.

Signature

Date

Printed Name

Title

Attachment D – Pricing Form

REQUEST FOR PROPOSAL -- NOT AN ORDER

PROPOSAL NO. C11404-P YAKIMA COUNTY PLEASE QUOTE ON THIS FORM.
 PURCHASING DIVISION RETURN MARKED “NO BID”
 DATE March 13, 2014 129 NO. 2ND STREET IF YOU CANNOT QUOTE,
 YAKIMA, WASHINGTON 98901 AND REASON IN ORDER TO
 PHONE 575-6093 REMAIN ON VENDOR LIST.
 VENDOR _____

ADDRESS _____ PROPOSALS WILL BE RECEIVED
 _____ UNTIL 11:00 AM, March 13, 2014

TO PROPOSER:

PLEASE PROPOSE YOUR LOWEST PRICE, BEST DELIVERY DATE, AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. QUOTE ON EACH ITEM SEPARATELY AND EXTEND NET UNIT PRICES. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

SYSTEM COSTS - PRICE SHEET					
			The proposer shall fill in pricing for each item listed below. The total of the items shall be utilized in evaluating the Cost of the proposal. Items and quantity ordered during the term of this contract will be based upon actual need.		
			Contractor’s required response times for identified support (i.e., telephone, onsite, or otherwise) will be within fixed periods of time; vague response requirements such as “prompt” or “reasonable” will not be accepted.		
ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.	14	FTR Reporter Upgrade	Upgrade from FTR Gold 2.2 to 5.6 version In-Court Audio Recording Software	\$_____	\$_____
2.	2	FTR Reporter	FTR Reporter 5.6 Full Package Product In-Court Audio Recording Software	\$_____	\$_____

3.	16	FTR-DMX88	8 input with 8 digital channels, 8 X 8 Channel USB Mixer	\$_____	\$_____
4.	3	TheRecord Manager Warehouse Edition	Warehouse Management Module- Warehouse client, Warehouse Server, Warehouse Replicator	\$_____	\$_____
5.	3	TheRecord Manager Guardian Edition	Guardian Management Module - Encrypt audio files, seal/unseal	\$_____	\$_____
6.	1	TheRecord Manager Access Edition	Access Management Module - Reformat audio files, restore	\$_____	\$_____
7.	1	TheRecord Manager Standard Edition	Basic functionality plus CD/DVD creation. License required to operate Warehouse, Guardian, Access modules.	\$_____	\$_____
8.	16	FTR VAR Support	One year support service based on a five (5) year contract, billable on a yearly basis. Includes: 24/7/365 phone support for installation, upgrades, troubleshooting, maintenance and integration consulting. Response time: _____	\$_____	\$_____
9.	16	FTR Support	One year support service based on a five (5) year contract, billable on a yearly basis. (RUBY) FTR Gold company support. Includes: 24/7/365 phone support Response time: _____	\$_____	\$_____
10.	16	FTR Software Assurance	All Reporter upgrades, Log Notes upgrades, Guardian, Access, Warehouse upgrades, Mixer firmware/software upgrades, one year software assurance. Based on a five (5) year contract, billable on a yearly basis.	\$_____	\$_____

11.	1	On-site Training	1 day of on-site technical and power user training before system configuration. Technical Training: Training and review of FTR Gold software, server, and client configuration; hardware firmware configuration. Power User Training: FTR Gold software application system, client, and file maintenance; Training and configuration of Management Modules - Warehouse, Access, Guardian editions	\$_____	\$_____
12.	1	On-site Training	1 separate day (2 to 3 weeks later) of in-court clerk audio recording training using FTR Reporter and Log Notes, and FTR Player training for court support staff.	\$_____	\$_____
			FREIGHT F.O.B. Destination: Yakima, WA:	Included	Included
			SUBTOTAL:		
			TAX AT 8.2%:		
			GRAND TOTAL:		

DELIVERY:

We (I) will deliver complete the above articles within _____ days from receipt of order and at prices and terms specified unless otherwise noted.

Percentage discount off the manufacturer's list price for future purchases of similar software, hardware, peripheral equipment, accessories, and services: _____ % off

Attachment E - NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON }
 } ss
COUNTY OF YAKIMA }

_____, being first duly sworn, on his oath says the above bid herewith submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to himself an advantage over any other bidder or bidders.

Sign Here _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public in and for the State of Washington, residing

at _____.

Attachment F – General Provisions

YAKIMA COUNTY GENERAL PROVISIONS (A PART OF ALL INVITATION TO BID DOCUMENTS)

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown. All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received. All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened. If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. Yakima County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by Yakima County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City/County Purchasing Manager. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection

All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the County's current approximate requirements. Yakima County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

14. Samples

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Yakima County will consider a Vendor's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time elapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the County's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of their Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation, pregnancy, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the contractor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by Yakima County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract.
- E. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future Yakima County contracts.

29. Termination - Convenience

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

30. Termination - Cause

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

31. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

32. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for Yakima County. This Agreement shall be governed by the laws of the State of Washington.

33. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless Yakima County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

34. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by Yakima County. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

36. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

37. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

38. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the Yakima City/County Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Department Head of solicitation try resolving matter with protester. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the vendor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or County Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the County to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City/County Purchasing Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the County determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the County.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The County retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

39. Qualified Bids

The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima's General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

40. Proprietary Material Submitted any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

Attachment G – Certificate of Insurance

ACORD [®]		PROFESSIONAL LIABILITY		DATE (MM/DD/YYYY) Current Date																						
CERTIFICATE OF LIABILITY INSURANCE																										
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																										
PRODUCER INSURANCE AGENT ISSUING CERTIFICATE ADDRESS		CONTACT Insurance Agent Information PHONE (A/C No. Ext.) FAX (A/C No.) E-MAIL ADDRESS:																								
INSURED ENTITY INSURED ADDRESS		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>A-VII or better, admitted carrier</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>				INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	A-VII or better, admitted carrier		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC#																								
INSURER A:	A-VII or better, admitted carrier																									
INSURER B:																										
INSURER C:																										
INSURER D:																										
INSURER E:																										
INSURER F:																										
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:																						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																										
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)																					
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				LIMITS EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$																					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY/AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																					
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$																					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe order DESCRIPTION OF OPERATIONS below				WORKERS COMPENSATION LIMITS \$ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$																					
A	Professional Liability			Policy Number	start date stop date																					
					\$1,000,000 per claim \$1,000,000 aggregate \$ 5,000 deductible																					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule if more space is required) (If a claims made form is shown, you should receive a certificate of insurance for three years after job is completed). The City of Yakima and the County of Yakima usually cannot be named as additional insureds.																										
CERTIFICATE HOLDER				CANCELLATION																						
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																						
				AUTHORIZED REPRESENTATIVE SIGNATURE																						

Attachment H – Proposer’s Checklist

PROPOSER’S CHECKLIST

The proposer’s attention is especially called to the following items, which should be addressed, as required, and submitted with their proposal on the forms received from the County and bound in the Contract Documents:

1. **Technical Specification Analysis**

To be filled out, signed by proposer and submitted with proposal. (Pg. 14)

2. **Support & Maintenance**

Remote support shall be provided by the Proposer and must list in the price proposal whether service costs are a flat-fee or per incident. Contractor will also enter into a software maintenance services agreement with Yakima County that will enable the software system to perform in accordance with this agreement. This software maintenance services agreement will go into effect at the conclusion of the applicable warranty period. (Pg 15/K)

Provide the following:

- Submit proposed software license agreement
- Support and problem escalation process documents (Pg. 16/1)
- FTR support request procedures (Pg. 16/6)
- Proposer’s required response times for I.D.’d support (In fixed time periods) (Pg. 17/13)
- State terms and conditions of guarantee/warranty (Pg. 18/L/1-7)

3. **Training**

- Provide technical and power user training course information (Pg. 18/N)
- Provide general user training course information (Pg. 19/N)

4. **Attachments**

To be filled out by the proposer and submitted with proposal.

- A – Proposal Acknowledgement (Pg. 22)
- B – Proposer Questionnaire (Pg. 23)
- C – Reference Worksheet (Pg. 24)
- D – Pricing Form (Pgs. 25-27)
- E – Non-Collusion Affidavit (Pg.28)

The following forms are to be executed after the contract is awarded:

1. **Contract**

This agreement to be executed by the successful proposer. (Pg. 33)

2. **Certificate of Insurance**

Refer to attached Sample Certificate of Insurance (Pg. 31)

Attachment I – Sample Agreement

AGREEMENT YAKIMA COUNTY RFP C11404-P

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, herein referred to as the “County” whose address is 128 N 2nd Street, Yakima, Washington, 98903 and _____, who will be the primary contractor and whose address is _____ hereinafter referred to as the “Contractor”.

WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary for providing the products and performing the service in accordance with and as described in the attached RFP document C11404-P, which are by this reference incorporated herein and made a part hereof.
2. The County agrees to pay for the service as set forth in the RFP documents at the time and in the manner and upon the conditions provided.
3. This Agreement, the Request for Proposals, Scope of Work, conditions, addenda and modifications and the Contractor’s proposal, including the Software License Agreement (to the extent consistent with Yakima County’s documents) constitute the Contract Documents and are complementary. In the case of inconsistencies or disputes amongst these documents, the County’s terms and conditions will control in all instances.

No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.

4. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

5. The Parties agree that the Contractor is an independent contractor and not an agent or employee of the County. Agents, employees, servants, or representatives of the Contractor shall not be deemed to be employees, agents, servants, or representatives of the County for any purpose. Employees of the Contractor are not entitled to any benefits the County provides for County employees.

6. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, pregnancy, veteran status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). In the event the Contractor violates this provision, the County

may terminate this Agreement immediately and bar the Contractor from performing services for the County in the future.

7. The awarded Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Yakima County.

8. Either party may terminate this contract upon (30) thirty days written notice in accordance with the terms of the RFP. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.

9. The Contractor shall indemnify and hold harmless the County, its agents, employees, authorized volunteers; elected and appointed officials, from all liability, loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Contractor, its agents, employees, or subcontractors pursuant to this Agreement. The contractor's insurance is primary and noncontributory to the insurance held by the County.

Except for liability that is solely the fault of Yakima County, its officials, officers, employees, agents, and assigns (each of the foregoing hereafter referred to individually as the "Indemnified Party"), Contractor agrees to defend, indemnify and hold harmless the Indemnified Party from and against any and all third party claims, actions, losses, liabilities, judgments, awards and costs (including attorney fees and legal expenses) arising out of or in connection with the negligence of the Contractor in the performance of this agreement including, without limitation, the infringement or violation of any third party's trade secrets, proprietary information, trademark, copyright, patent right or other proprietary right. Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Yakima County gives the Contractor prompt notice of any such claim of which it learns. No settlement that prevents Yakima County from continuing to use the software product(s), other products or software documentation as provided in this agreement shall be made without Yakima County's prior written consent. In all events, Yakima County shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

This indemnification is limited to the software products, other products and software documentation delivered to Yakima County or as modified by the Contractor and does not cover third party claims arising from modifications not authorized by the Contractor. This indemnification shall also survive the expiration or termination of this agreement.

10. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City/County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

11. The Contractor shall provide to the County proof of insurance in the amounts and terms required under the RFP specifications.

12. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is understood and agreed that this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance.

Any action at law, suit in equity, or other judicial proceeding from the enforcement or breach of this Agreement or any provision hereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Yakima County, Yakima, Washington

13. Any claim for damages incurred by either party resulting from breach of this agreement by the other party shall survive termination. The remedies provided herein shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy herein provided or otherwise available to Contractor shall impair or affect its right to exercise the same.

14. Subject to the indemnification and limitation of the Contractor's liability provisions set forth in this agreement; if any action or suit is brought with respect to a matter or matters covered by this agreement, each party shall be responsible for its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.

15. The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the proposal. The County may, at its option, extend the contract on an annual basis, subject to a successful price agreement, if it is in the best interest of the County.

Dated this _____ day of _____, 2014.

CONTRACTOR

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

Signature

Kevin J. Bouchey, Chairman

Signer's name printed or typed

J. Rand Elliot, County Commissioner

Date

Michael D. Leita, County Commissioner

*Constituting The Board of County Commissioners for
Yakima County, Washington*

Date

Approved as to form:

Attest:

Deputy Prosecuting Attorney

Tiera L. Girard
Clerk of the Board